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10 Attorneys for Defendant  
11 HILTON WORLDWIDE, INC. DBA  
12 DOUBLETREE HOTEL – SAN FRANCISCO  
13 AIRPORT

14 UNITED STATES DISTRICT COURT

15 NORTHERN DISTRICT OF CALIFORNIA

16 GWENDOLYN GAVIN,

17 Plaintiff,

18 v.  
19 HILTON WORLDWIDE, INC. DBA  
20 DOUBLETREE SAN FRANCISCO AIRPORT  
21 BY HILTON, AND DOES 1 THROUGH 15,  
22 INCLUSIVE,

23 Defendants.

24 Case No. 12-00307 CRB

25 **STIPULATED CONFIDENTIALITY  
26 AND PROTECTIVE ORDER;  
27 ~~PROPOSED~~ ORDER**

28 Complaint Filed: 12/19/2011

No trial date set

29 **STIPULATED CONFIDENTIALITY AND PROTECTIVE ORDER**

30 Pursuant to the Federal Rule of Civil Procedure 29(b), Plaintiff Gwendolyn Gavin and  
31 Defendant Hilton Worldwide dba DoubleTree San Francisco Airport (collectively hereinafter  
32 referred to as "Parties"), through their respective counsel, hereby stipulate to the following  
33 confidentiality provisions:

34 1. Designated Material. During discovery, any information or material within the  
35 scope of the Federal Rules of Civil Procedure including but not limited to documents, deposition  
36 testimony, transcripts and exhibits, interrogatory answers, responses to request to admit and other

written, recorded or graphic materials, may be designated as "CONFIDENTIAL" by the person or entity producing, providing, filing or lodging it or by any party to this action (the "Designating Person"). All "CONFIDENTIAL" information and material, and all information or material derived from it, constitutes "Designated Material" under this Stipulation and Order.

2. Access to Designated Material. The designation of any document as "CONFIDENTIAL" shall not preclude any party from showing or providing a copy of the document to any person who appears as an author, addressee or recipient on the face of the document. Designated Material shall not otherwise be used or disclosed for any purposes whatsoever, except in connection with the litigation of the Action (including any appeal), and may be disclosed only to the following persons:

- (a) the named parties to this action and the officers, directors and employees of DoubleTree San Francisco Airport named in the initial and supplemental disclosures of both parties, and those Hilton employees employed as of the date the document was created who were in a position to have access to the document;
- (b) the parties' counsel, including in-house counsel, and such counsel's legal associates, paralegals, secretaries, and offices' staffs;
- (c) independent experts or consultants and their staffs specifically retained to assist counsel in this litigation, provided that any such experts or consultants shall, prior to any disclosure, execute an undertaking to be bound by this Stipulation and Order, which shall be maintained at the office of counsel retaining such expert or consultant and produced to opposing counsel at the earlier of the first designation of expert witnesses or the conclusion of the action;
- (d) third parties specifically retained by counsel for parties to this action (or their legal associates and their offices' staffs) for copying or computer coding of documents, but only for such copying or computer coding purposes;
- (e) the Court, court reporters, and court officers, pursuant to paragraph 7 of this Stipulation and Order;
- (f) witnesses shown the document in a deposition in this litigation, but only if

either of the following apply: (i) the witness appears as an author, addressee or recipient on the face of the document, or (ii) the witness falls under category (c) above as independent experts or consultants, (iii) the witness is one of the individuals named in section 8 of this protective order; or the witnesses agreed upon by the Designating Party; and

(g) any witness who is not agreed upon by the Designating Party, but the Court determines disclosure is reasonably necessary for purposes of the litigation.

3. Copies of Designated Material. Copies and extracts of Designated Material may  
8 be made by or for only those persons authorized by paragraph 2 to review such materials,  
9 provided that all copies and extracts are appropriately marked as "CONFIDENTIAL." All copies  
10 and extracts of Designated Material are subject to the provisions of this Stipulation and Order as  
11 though they were original Designated Material.

12       4.       Custody of Designated Material.       All documents containing information  
13       designated "CONFIDENTIAL" and notes or other records regarding that information shall be  
14       maintained in the custody of the parties' outside and/or in-house counsel, and no partial or  
15       complete copies thereof containing Designated Material shall be retained by anyone else at any  
16       location, except that independent experts and consultants may retain documents on a temporary  
17       basis for purposes of study, analysis and preparation of the case.

18       5.     Designating Documents. The designation of all or a portion of a document as  
19     "CONFIDENTIAL" shall be made by placing such legend on each designated page of the  
20     document prior to production. In the case of a document produced by a party or non-party that is  
21     not the Designating Person with respect to such document, the Parties reserve their rights to seek  
22     a protective order to deem such document CONFIDENTIAL and subject to the terms of this  
23     Stipulation and Order, if the parties cannot otherwise agree whether the document should be  
24     designated as CONFIDENTIAL. In the event of inadvertent disclosure, the disclosing party  
25     retains the right to request that the document be destroyed and agrees to reproduce the document  
26     with the CONFIDENTIALITY designation. In the event a party obtains documents from a third  
27     party via subpoena or other means, the obtaining party will coordinate with opposing counsel to

1 determine whether some or all of the documents should be designated as CONFIDENTIAL and  
 2 have the documents bates stamped and stamped CONFIDENTIAL according to the agreed upon  
 3 terms.

4       6.     Challenges To Confidential Designation Of Designated Material. If, at any time,  
 5 one of the Parties disagrees with or challenges the grounds or basis for the designation of any  
 6 document or information as "CONFIDENTIAL," that Party shall nevertheless treat and protect  
 7 such Designated Material in accordance with this Protective Order until and unless all Parties  
 8 have agreed in writing, or an order of the Court has been entered and becomes enforceable, which  
 9 provides that such challenged Designated Material may be used or disclosed in a manner different  
 10 from that specified in this Protective Order. In the event of such a disagreement, the Party  
 11 challenging the designation will have the burden of pursuing any relief desired. In pursuing  
 12 judicial intervention for such relief, the Party challenging the designation shall seek an in camera  
 13 review and determination regarding the propriety of the "CONFIDENTIAL" designation.

14       7.     Designating Depositions.

15           (a)   Deposition transcripts or portions thereof may be designated as  
 16 "CONFIDENTIAL" at the deposition itself, by request of any party.

17           (b)   Where testimony is designated at a deposition, the Designating Person may  
 18 exclude from the deposition all persons other than those to whom the Designated Material may be  
 19 disclosed under paragraph 2 of this Stipulation and Order.

20           (c)   Any party may mark Designated Material as a deposition exhibit and  
 21 examine any witness thereon, provided (i) that the exhibit and related transcript pages receive the  
 22 same confidentiality designation as the original Designated Material, and (ii) that either the  
 23 deposition witness is one to whom the exhibit may be disclosed under paragraph 2 of this  
 24 Stipulation and Order, or the deposition witness is a current or former officer, director, or  
 25 employee of Hilton with respect to such Designated Material.

26       8.     No Prejudice.

27           (a)   Nothing in this Stipulation and Order shall preclude any party from seeking

1 and obtaining additional or different protection with respect to the confidentiality of any  
2 information or material.

3 (b) This Stipulation and Order shall not diminish any existing obligation or  
4 right with respect to Designated Material, nor shall it prevent a disclosure to which the  
5 Designating Person consents before the disclosure takes place.

6 9. Final Disposition. This Protective Order shall continue in full force and effect  
7 with respect to all Confidential Material, whether or not offered into evidence at trial, until  
8 another order modifies, supersedes or terminates it and shall be enforceable as any other order of  
9 the Court.

10 10. Improper Disclosure.

11 (a) The Parties and their counsel shall have the duty to use reasonable care and  
12 precaution to protect the confidentiality of material covered by this Stipulation and Order,  
13 including to protect against the improper disclosure or showing of material to unauthorized  
14 persons. If Designated Material submitted in accordance with the terms of this Stipulation and  
15 Order is disclosed to any person other than in the manner authorized by the terms herein, then the  
16 party and person responsible for the disclosure must immediately bring all pertinent facts relating  
17 to such disclosure to the attention of the party producing such information and, without prejudice  
18 to any other rights of the Designating Person, make every effort to retrieve the disclosed material  
19 and to prevent further disclosure by it or by the person(s) to whom such information was  
20 disclosed.

21 (b) The parties agree that the unauthorized disclosure of Designated Material  
22 may cause irreparable injury to the non-breaching party and, accordingly, in the event of any  
23 breach or threatened breach of the provisions herein, the non-breaching party shall be entitled to  
24 seek immediate injunctive relief by way of ex parte hearing or otherwise as allowed by law or  
25 equity. The decision by the non-breaching party to seek such injunctive relief will be without  
26 prejudice to any other rights or remedies, legal or equitable, which the non-breaching party might  
27

28

1 have in the event of such a breach or threatened breach, and neither the seeking by the non-  
 2 breaching party of any such relief nor the obtaining by the non-breaching party of any other such  
 3 relief will be a waiver or release of any of the non-breaching party's other rights or remedies in  
 4 such event.

5                   11. Filing of Designated Material. Without written permission from the  
 6 Designating Party or a court order secured after appropriate notice to all interested persons, a  
 7 Party may not file in the public record in this action any Protected Material. A Party that seeks to  
 8 file under seal any Protected Material must comply with Civil Local Rule 79-5 and General Order  
 9 62. Protected Material may only be filed under seal pursuant to a court order authorizing the  
 10 sealing of the specific Protected Material at issue. Pursuant to Civil Local Rule 79-5 and General  
 11 Order 62, a sealing order will issue only upon a request establishing that the Protected Material at  
 12 issue is privileged, protectable as a trade secret, or otherwise entitled to protection under the law.  
 13 If a Receiving Party's request to file Protected Material under seal pursuant to Civil Local Rule  
 14 79-5(d) and General Order 62 is denied by the court, then the Receiving Party may file the  
 15 information in the public record pursuant to Civil Local Rule 79-5(e) unless otherwise instructed  
 16 by the court.

17                   12. Survival. The binding effect of this Stipulation and Order shall survive termination  
 18 of this Action, and the Court shall retain jurisdiction to enforce the Stipulation and  
 19 Order. The terms of this Stipulation and Order shall be binding upon the parties as a contract,  
 20 whether or not a judicial officer signs the Proposed Order.

23 Dated: August 14, 2012

WOODALL LAW OFFICES

24  
 25 By:

  
 26 Kevin Woodall  
 27 Attorney for Plaintiff  
 28 GWENDOLYN GAVIN

28 Dated: August 14, 2012

JACKSON LEWIS LLP

1 By:



2 Cara Ching-Senaha  
3 Mia Tucker  
4 Attorney for Defendant  
5 HILTON WORLDWIDE, INC. DBA  
6 DOUBLETREE HOTEL - SAN  
7 FRANCISCO AIRPORT

8 **ORDER**

9 Pursuant to stipulation, and good cause appearing, IT IS SO ORDERED.

10 Dated: August 17, 2012

11 4845-4134-8112, v. 2

